

Courthouse USA, LLC

Data Use Agreement

Uniformity Tracker Application

Courthouse USA, LLC (“CUSA”) and Data Provider (as defined below) wish to provide public and private sector users (“Data Users”) with property-related data that is internet/mobile-accessible, current, authoritative and in a common open format for Data Users to access using the Uniformity Tracker Application (“UT App”).

Roles.

Data Provider’s Role is to:

1. provide CUSA with public record property data, in tabular and spatial form, at the same time the data is made available by Data Provider to the public; and
2. promote the development and use of UT App that uses the data by providing, for example, a direct link from the Data Provider’s website to the UT App.

CUSA’s role is to:

1. accept from Data Providers in electronic form property-related data “as-is”, format the data to comply with the Mortgage Industry Standards Maintenance Organization open format standard (currently MISMO v.3 XML), map the data to the CUSA property data standard, and store the data so that Data Users can access the data over the internet using applications available from CUSA, Data Provider, or third parties; and
2. offer to Data Provider revenue or other incentives secured by CUSA from sources, such as: a) Data Users who access the data directly from CUSA or who indirectly access the data through applications available from third parties (regardless of whether the access is for the Data User’s own account or for the account of others); and b) others who may wish to market goods and services to Data Users.

Term and Termination. This agreement is effective until terminated. Either party may terminate this Agreement upon written notice to the other, however, CUSA will not refund any full or partial hosting fees for the year in which termination occurs.

Costs, Compensation and Payments. There is no charge by CUSA to Data Provider for making the UT App available to the Data Provider or the taxpayers. However, the Data Provider will pay CUSA an annual hosting fee of \$500 due upon the initial start of the UT App by the Data Provider and on each annual anniversary thereafter. Each party shall bear its own costs related to collecting, transmitting, formatting, storing, or otherwise handling the data.

Ownership of Data. Data Provider grants CUSA a non-exclusive, transferable, perpetual, worldwide, royalty-free license to use, market and sell all data received from Data Provider. CUSA acknowledges that Data Provider retains Data Provider’s rights to any data it provides to CUSA. Data Provider represents and warrants to CUSA that Data Provider has sufficient rights and authority to grant CUSA rights in the data as provided in this agreement.

Examination of Records and Reports. Within sixty (60) days from Data Provider’s written request, CUSA shall provide to Data Provider a written statement of how Data Provider’s data was used during the previous year. CUSA shall include in the statement information regarding any incentives offered or revenue earned directly from data submitted by Data Provider or indirectly from applications exclusively devoted to the data submitted by Data Provider. The report shall contain the name of the Data User or other person who paid CUSA for use of the data, a description of the data used, and the amount, if any, due to Data Provider with respect to the data and the method for calculating such amount.

Governing Law. The laws of the State of Missouri shall govern this Agreement.

Data Provider

Courthouse USA, Inc.

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____